

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

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PAUL D. CEGLIA, an individual,	:	
	:	CIVIL ACTION NO. 10-569(RJA)
Plaintiff,	:	
	:	<b>DECLARATION OF JOHN PAUL</b>
-against-	:	<b>OSBORN IN SUPPORT OF</b>
	:	<b>PLAINTIFF'S OPPOSITION TO</b>
MARK ELLIOTT ZUCKERBERG, an	:	<b>DEFENDANTS' MOTION FOR</b>
individual, and FACEBOOK, INC., formerly	:	<b>EXPEDITED DISCOVERY AND IN</b>
known as TheFaceBook, Inc., a Delaware	:	<b>SUPPORT OF PLAINTIFF'S CROSS-</b>
corporation,	:	<b>MOTION FOR MUTUAL EXPEDITED</b>
	:	<b>DISCOVERY</b>
Defendants.	:	
	:	
-----	X	

I, JOHN PAUL OSBORN, declare and state as follows:

1. I respectfully submit this declaration in support of Plaintiff's Opposition to Defendants' Motion for Expedited Discovery and Plaintiff's Cross-Motion for Mutual Expedited Discovery.

2. I have personal knowledge of the matters set forth in this Declaration.

3. I am a forensic document examiner with over 28 years experience. I maintain certification through the American Board of Forensic Document Examiners. I served as a member of the FBI/National Institute of Justice sponsored Scientific Working Group for Document Examination subcommittee for protocol development in my field, serving as interim Chairman in 1999. I have been retained by the United States Attorney's Office in the District of New Jersey and the Eastern and Southern Districts of New York, District Attorneys' Offices in several New York counties, and the state Attorney General's Offices in both New Jersey and New York. I also have been retained

by numerous large corporations, brokerage houses, commodity exchanges, insurance companies and well recognized law firms. I have been retained in matters for the Legal Aid Society of New York, St. John's University School of Law Elder Law Clinic, Georgetown University Center for Applied Legal Studies and other non-profit legal service groups and agencies, as well as in cases for indigent criminal defendants in federal courts. I am a voting member of the American Society for Testing and Materials Committee E-30 (Forensic Sciences), the American Academy of Forensic Sciences, the American Society of Questioned Document Examiners (a former Director, former Treasurer and current Secretary of that organization), the Northeastern Association of Forensic Scientists, and the New Jersey Association for Forensic Scientists. A true and correct copy of my curriculum vitae is attached hereto as Exhibit A.

4. I was asked to examine a signed version of the "Work For Hire" Contract between Paul Ceglia, StreetFax LLC and Mark Zuckerberg dated April 28, 2003 (the "Agreement") for purposes of determining whether or not it bears original writing and analyzing its authenticity. A copy of the Agreement is attached hereto as Exhibit B.

5. Section 3 on the first page of the Agreement has interlineations with the handwritten initials "PC" and "MZ" next to the interlineations. The second page of the agreement bears two handwritten signatures and hand printed dates to the right of each signature. I was able to determine that all of the handwriting and hand printing on the two pages of the Agreement are original writing ink on paper entries.

6. My work, thus far, also consisted of conducting examinations to determine, if possible, whether or not the second page of the Agreement bears indentations or impressions and to determine, if possible, the source of any existing

impressions or indentations. I was aware that, should the second page of the Agreement bear indentations caused by the interlineations and handwritten initials on the first page of the Agreement, then the second page of the Agreement necessarily was underneath the first page of the Agreement when the interlineations and initials were written.

7. I made two types of examinations. First, I examined the second page of the Agreement utilizing oblique lighting in an attempt to determine whether or not the second page of the Agreement contained indentations and to attempt to identify the source of those indentations. This technique utilizes light glanced across the surface of paper and may cause indentations or impressions to become more readily visible because of the shadows which are caused by the acutely angled lighting. What is examined can then easily be photographed. My examinations revealed that the second page of the Agreement had indentations that were caused by the interlineations and handwritten initials on the first page of the Agreement.

8. Second, I used a Foster and Freeman Electrostatic Detection Apparatus ("ESDA"). ESDA and other indentation materialization devices are conventional tools used by forensic document examiners worldwide to detect and record latent indentations in paper. Testing is both very sensitive and non-destructive. The result of the ESDA tests I performed also revealed that the second page of the Agreement bears indentations caused by the interlineations and handwritten initials on the first page of the Agreement.

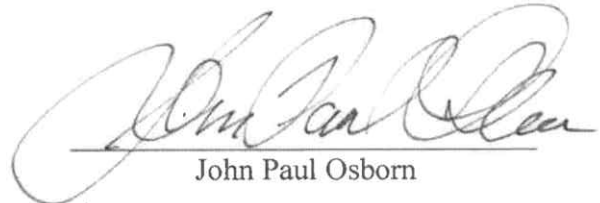
9. The only indentions which I observed on the second page of the Agreement were those revealed by my examinations and which matched and were caused by the interlineations and initials on the first page of the Agreement.

10. Based on my examinations and observations, I conclude that the second page of the Agreement was underneath the first page of the Agreement when the interlineations and handwritten initials were made on the first page of the Agreement.

11. It is my understanding that chemical analysis to attempt a determination of the age of the ink used in the interlineations and initials on the first page of the Agreement and the signatures on the second page of the Agreement would require partial destruction of the interlineations and initials on the first page of the Agreement and the signatures on the second page of the Agreement. This kind of analysis is typically performed by a subspecialist in my field, commonly referred to as a forensic ink chemist. I while I am trained to appropriately extract the ink samples from the paper, under the guidance of a forensic ink chemist, I am not trained to perform the analysis itself.

I declare under the penalty of perjury that the foregoing is true and correct.

Executed in Middlesex, New Jersey on June 16th, 2011.



John Paul Osborn

**EXHIBIT A  
TO DECLARATION OF  
JOHN PAUL OSBORN**

EXHIBIT A

(11 Pages)

## QUALIFICATIONS OF JOHN PAUL OSBORN

John Paul Osborn is a Forensic Document Examiner and maintains offices in Middlesex, New Jersey. He has been qualified as an expert and has testified on the subject of disputed documents on numerous occasions in civil and criminal courts, and before various arbitration associations.



He has studied the leading books on the subject, collected reference materials, conducted experiments and has worked on a full time basis in the field since 1982. This includes the examination of signatures, handwriting, hand printing, machine printing, graffiti, inks, paper, writing instruments, photocopies, as well as many other problems related to documents. His office maintains files of national systems of handwriting as well as many foreign systems, maintains records of typewriters, printers and type fonts. His office maintains a library of reference material, including current articles and publications on the subject, and has access to thousands of other research articles and texts maintained by professional groups in the field.

He was trained under the supervision of his late father, Paul A. Osborn, as a member of the office founded by his great grandfather, Albert S. Osborn, around 1910. He holds a bachelor's degree from Susquehanna University in Pennsylvania.

Mr. Osborn is currently a member of the American Academy of Forensic Sciences, the American Society of Questioned Document Examiners (a former Director and former Treasurer of that organization), the Northeastern Association of Forensic Scientists the New Jersey Association for Forensic Scientists and the American Society for Testing and Materials. He served as a member of the FBI/National Institute of Justice sponsored Scientific Working Group for Document Examination subcommittee for protocol development in the field, serving as interim Chairman in 1999. Mr. Osborn is certified by the American Board of Forensic Document Examiners.

He maintains all of the necessary equipment and instruments used in this work, including different types of magnification devices, microscopes, type measuring plates, lighting instruments, projectors, electrostatic detection apparatus, video spectral examination equipment, a variety of photographic devices, as well as other instruments.

Mr. Osborn has been retained by the United States Attorney's Office in the District of NJ and the Eastern & Southern Districts of NY, District Attorneys' Offices in New York State, the state Attorney General's Offices in both New Jersey and New York, a number of large corporations, brokerage houses, commodity exchanges, insurance companies and well recognized law firms. He also has been retained in matters for the Legal Aid Society of New York, St. John's University School of Law Elder Law Clinic, Georgetown University Center for Applied Legal Studies and other non-profit legal service groups and agencies, as well as in cases for criminal defendants funded through CJA in federal courts.

Mr. Osborn's work has been published in the Journal of Forensic Sciences and he was Editor of the American Society of Questioned Document Examiners Newsletter from 1991 through 1997. He has given presentations before bar associations, as well as fraud investigators, insurance and banking groups.

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**Full Resume**

**Page 1 (revised 09/2010)**

**OCCUPATION:**

Forensic Document Examiner

**DUTIES:**

Examination and analysis of documents towards specific problem resolution including handwriting, hand printing, signatures, typewriting, machine printing, machine reproduction, obliteration, alteration, paper (non-chemical examination), ink (non-chemical examination), sequence, physical match and other related evidence. Preparation of verbal and written reports; digital imaging; photography; and preparation of demonstrative court exhibits. Expert testimony.

**EQUIPMENT/RESEARCH LIBRARY:**

Magnification equipment, including B&L stereoscopic microscope, Pentax macro scopes and a variety of hand held magnifiers; various lighting equipment and light filters; various document measuring devices; Nikon 35mm film photographic equipment, Polaroid micro photography equipment, Olympus digital camera equipment and fixed focus box camera equipment for exposure of 4x6 negatives; Foster & Freeman Electrostatic Detection Apparatus; CanCom C-IT 250 IR/UV, MiScope digital microscope closed circuit video viewing device and light filters; video recording cameras and equipment, computers and digital imaging equipment.

In-office library collection accumulated since the early 1900s of research papers, texts and journals; collection of typeface records and Haas Atlas; ink and paper reference library; domestic and foreign handwriting systems library; access to American Society of Questioned Document Examiners National Library; access to Questioned Document Article Database (in excess of 7,000 articles and research notes)

**PROFESSIONAL PRACTICE:**

The oldest private document examination laboratory in the United States established in 1910 by Albert S. Osborn (d. 1946).. Osborn Associates with Albert D. Osborn (d. 1972), Russell D. Osborn (d. 1994), Frank Murphy (retired) and Paul A. Osborn. Osborn & Son with Paul A. Osborn (d. 2007) and John Paul Osborn.

**EDUCATION:**

Susquehanna University (Selinsgrove, Pennsylvania) Bachelor of Arts (Communications Department Major) 1982.

**TRAINING:**

Paul A. Osborn, Osborn Associates, initial full time training period 1982 - 1984

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**PROFESSIONAL ORGANIZATION MEMBERSHIPS/CERTIFICATION:**

**Memberships:**

American Academy of Forensic Sciences (AAFS)  
Trainee Affiliate (1984)  
Provisional Member (1987)  
Member (1989).

American Society of Questioned Document Examiners (ASQDE)  
Associate Member (1987)  
Member (1989).

Northeastern Association of Forensic Scientists (NEAFS)  
Member (1987).

American Society for Testing and Materials (ASTM), Committee E-30 on Forensic Sciences  
Member (1992).

New Jersey Association of Forensic Scientists (NJAFS)  
Charter Member

**Certification:**

American Board of Forensic Document Examiners (ABFDE)  
Applicant for Certification (1987)  
Certificate of Qualification in Forensic Document Examination (1990)  
Five Year Re-Certifications (1995, 2000, 2005, 2010)

**PROFESSIONAL ORGANIZATION POSITIONS:**

American Academy of Forensic Sciences Questioned Documents Section, Discipline Assessment Task Force,  
Member (1990-1991)

American Board of Forensic Document Examiners, Continuing Education Committee, Northeast Regional  
Committee Member (1991-1993)

American Society of Questioned Document Examiners, 1992 Annual Meeting Program Chairperson  
(Milwaukee, WI)

American Society for Testing and Materials, Committee E30 on Forensic Sciences, Sub-Committee E30.02  
(Questioned Documents) Member (1992 - present)

American Society of Questioned Document Examiners, ASQDE Newsletter Editor (1992 - 1997)

Scientific Working Group for Document Examination Subcommittee for Standard Operating Procedures and  
Terminology (sponsored by the National Institute of Justice and Federal Bureau of Investigation) Member  
(1997 - 2000), Interim Chairperson (1999)



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American Society of Questioned Document Examiners, Director (1998 - 2000), Treasurer (2000 - 2002), Secretary (2010 – present)

**CONTINUING EDUCATION/TRAINING:**

**Professional Organization Sessions:**

American Academy of Forensic Sciences - Various Technical Sessions (1983 - present)  
American Society of Questioned Document Examiners - Various Technical Sessions (1983 - present)  
Northeastern Association of Forensic Scientists - Various Technical Sessions (1987 - present)  
International Association of Forensic Scientists - Various Technical Sessions (1999)

**Seminars and Workshops:**

*"Identification of Electrostatic Copiers"* James H. Kelly, Instructor, Syracuse, NY, October 20-21, 1982  
(Sponsored by Northeastern Association of Forensic Scientists)

*"Photocopier Workshop"* James H. Kelly & Diane K. Tolliver, Instructors, Arlington, Virginia, August 27, 1989  
(at American Society of Questioned Document Examiners Meeting)

*"Signature Workshop"* James L. Hayes & Howard C. Rile, Presenters, San Jose, California, August 28, 1990 (at American Society of Questioned Document Examiners Meeting)

*"Type Element Workshop (GP Industries)"*, Jeffrey Lubert (Suffolk Co. NY Police) Somerville, New Jersey, April 9, 1991 (sponsored by Northeastern Association of Forensic Scientists)

*"Deposition Testimony Workshop"* Prof. Michael Flynn (Nova Law School), Instructor, Lake Buena Vista, Florida, August 4, 1991 (at American Society of Questioned Document Examiners Meeting)

*"Expert Witness Workshop"* Prof. Carol Henderson Garcia (Nova Law School), Instructor, Lake Buena Vista, Florida, August 4, 1991 (at American Society of Questioned Document Examiners Meeting)

*"Eastman Kodak Workshop"* Richard T. McEvoy, Jr. (Eastman Kodak Company), Instructor, Lake Buena Vista, Florida, August 5, 1991 (at American Society of Questioned Document Examiners Meeting)

*"Signature Comparison Workshop"* Howard C. Rile, Presenter, Lake Buena Vista, Florida, August 7, 1991 (at American Society of Questioned Document Examiners Meeting)

*"Canon Fax Workshop"* Carmello Martinez, Jr. & Charla Wykel (Canon Corporation), Instructors, Lake Buena Vista, Florida, August 8, 1991 (at American Society of Questioned Document Examiners Meeting).

*"Signature Workshop"* Howard C. Rile, Presenter, Milwaukee, Wisconsin, August 24 & 26, 1992 (at American Society of Questioned Document Examiners Meeting).

*"Paper Manufacturing Workshop"*, H.M. Spencer, Co. (dandy roll producer) & Southworth Company (paper

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manufacturer), Massachusetts, February 16, 1993 (sponsored by American Academy of Forensic Sciences) *"Physical Match for Document Examiners"* Mark R. Masson (Indiana State Police) & Stephen McKasson (Illinois State Police), Instructors, San Antonio, Texas, February 13-15, 1994 (at American Academy of Forensic Sciences Meeting)

*"Questioned Documents Reference and Typewriter Database"* Dr. Philip D. Bouffard (Lake County Ohio Regional Forensic Lab) & James F. Larner (INS), Instructors, San Antonio, Texas, February 17, 1994 (at American Academy of Forensic Sciences Meeting)

*"Forensic Examination of Counterfeit Documents"* James F. Larner (US Dept. of Justice, INS Laboratory) Instructor, Long Beach California, August 22, 1994 (at American Society of Questioned Document Examiners Meeting).

*"Signature Workshop"* Howard C. Rile, Presenter, Long Beach, California, August 20-23, 1994 (at American Society of Questioned Document Examiners meeting).

*"Desktop Publishing for the Preparation of Court Charts"* Gus Lesnovich, Instructor, New York, New York, October 13, 1994 (at Northeastern Association of Forensic Scientists meeting).

*"Conservation and Preservation Methods of Documents" - Ethical Treatment of Documents"* John Sang, Sang Associates; Dennis Ryan, Nassau Co. Police; Marc Reeves, Conservation Lab, NY Public Library; Anna Stenstrom, Conservation Laboratory, NY Public Library, February 17-18, 1997 (at American Academy of Forensic Sciences Meeting).

*"Handwriting Workshop"* Howard C. Rile and Steve McKasson, Presenters, Indianapolis, Indiana, August 10, 1998 (at American Society of Questioned Document Examiners meeting).

*"Institute for Forensic Imaging (IFI)"* Prof. Barry Bullard, Jack Jacobia and Herb Blitzer, Presenters, Indianapolis, Indiana, August 10, 1998 (at American Society of Questioned Document Examiners meeting).

*"Neuroanatomy and Neurophysiology of Handwriting"* Dr. Jane Paulsen, Presenter, Indianapolis, Indiana, August 11, 1998 (at American Society of Questioned Document Examiners meeting).

*"Technology and Its Use in Questioned Document Examination"* Grant Sperry, Bob Dartnell, Audrey Giles, Sandy Giles, Jim Hartman and Neil Holland, Instructors, University of California at Los Angeles, August 23, 1999 (at joint meeting of International Association of Forensic Scientists and American Society of Questioned Document Examiners).

*"Digital Print Technologies"* Larry F. Stewart and Richard Outland, Instructors, University of California at Los Angeles, August 24, 1999, (at joint meeting of International Association of Forensic Scientists and American Society of Questioned Document Examiners).

*"Computer Printers - Their Classes, Defects, and Ink Dot Morphology"* Roch Beausoleil, Presenter, Ottawa, Ontario, August 25, 2000 (at American Society of Questioned Document Examiners meeting).

*"An Integrated Approach to Ensuring Reliability of Expert Handwriting Analysis Testimony After Daubert &*

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*Kumho Tire*” and *“Practical Supplement”* Mark Bellomy and David Bellomy, Ottawa, Ontario, August 28, 2000 (at American Society of Questioned Document Examiners meeting).

*“Method Validation: Assessment of Handwriting Habits”* Patricia A. Manzolillo, Robert J. Muehlberger, Grant R. Sperry, Richard C. Hanlon Presenters, Des Moines, IA, August 19, 2001 (at American Society of Questioned Document Examiners meeting).

*“Signature Workshop”* Howard C. Rile, Presenter, Des Moines, IA, August 19-21, 2001 (at American Society of Questioned Document Examiners meeting).

*“Print Quality Measurement Workshop”* Asman Arslan, Gazi N. Ali, Prof. George Chiu, Prof. Edward J. Delp, Prof. Jan P. Allebach and Prashat Mehta presenters; Montreal, Quebec, Canada; August 12, 2005 (at American Society of Questioned Document Examiners Meeting).

*“Cedar-Fox Forensic Document Analysis System Workshop”* Dr. Sargur N. Srihari presenter; Montreal, Quebec Canada; August 13, 2005 (at American Society of Questioned Document Examiners Meeting).

*“MS Access for Document Examiners”* Lamar Miller presenter, University of Rhode Island at Kingston, November 8-9, 2005 (at Northeastern Association of Forensic Scientists meeting).

*“Typography for the Forensic Document Examiner”* Peter Tytell presenter, Newport, Rhode Island, November 10, 2005 (at Northeastern Association of Forensic Scientists meeting).

*“Seminar on Foster + Freeman Video Spectral Comparator and Electrostatic Detection Apparatus,”* F. L. “Jim” Lee, Technical Applications Sales Engineer, Instructor, Rye Brook, New York, November 3, 2006 (at Northeastern Association of Forensic Scientists meeting).

*“Business Records Workshop”* Dennis Ryan, David Oleksow, Lloyd Cunningham, Frank Hicks and Howard Rile presenters; Asheville, NC; August 16, 2008 (American Board of Forensic Document Examiners sponsored workshop)

*“Expert Penman: Empirical Investigations of the Validity of Forensic Handwriting Examiners Opinions on Skilled Simulations,”* Tahnee Dehurst, presenter, Asheville, NC, August 17, 2008 (at American Society of Questioned Document Examiners meeting).

*“Typography – Testing to Testimony,”* William Flynn and Kathleen Annunziata Nicolaides, presenters; Asheville, NC; August 18, 2008 (at American Society of Questioned Document Examiners meeting).

*“Working with Write-On 2 Document Comparison Software,”* Brian Lindblom, presenter; Asheville, NC; August 19, 2008 (at American Society of Questioned Document Examiners meeting).

*“Challenging Signatures Workshop,”* A. Frank Hicks, presenter; Dearborn, MI; August 9, 2009 (at American Society of Questioned Document Examiners meeting).

*“Handwriting of a Homogenous Population,”* Marie Durina, presenter; Dearborn, MI; August 10, 2009 (at American Society of Questioned Document Examiners meeting).

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*"The Examination of Documents Produced Using Inkjet Technology – Parts I and II,"* Gerry LaPorte, presenter; Dearborn, MI; August 12, 2009 (at American Society of Questioned Document Examiners meeting).

*"Signature Examination: Translating Basic Science to Practice,"* Prof. Michael Caligiuri, Linton Mohammed presenters; Victoria, BC; August 29, 2010 (at American Society of Questioned Document Examiners / Southwestern Association of Forensic Document Examiners joint meeting).

*"Electronic Recording & Analysis of Handwritten Signatures and Writings,"* Dr. Steven Strach, Nicholas Mettyear, Andrea Devlin, presenters; Victoria, BC; August 31, 2010 (at American Society of Questioned Document Examiners / Southwestern Association of Forensic Document Examiners joint meeting).

*"Challenging Signatures Workshop,"* A. Frank Hicks, Kirsten Singer presenters; Victoria, BC; September 1, 2010 (at American Society of Questioned Document Examiners / Southwestern Association of Forensic Document Examiners joint meeting).

**PUBLICATIONS:**

Osborn, J. P., *"Fraudulent Photocopy of a Promissory Note,"* Journal of Forensic Sciences, JFSCA, Vol. 32, No. 1, Jan. 1987, pp. 282-284.

Osborn, J. P., *"Historical Review on 'The Relation of Light to the Proof of Documents' by Albert S. Osborn,"* Journal of the American Society of Questioned Document Examiners, JASQDE, Vol. 1, No. 2, Dec. 1998, p. 130.

Osborn, J. P., *"Historical Review on 'The Abuses of Expert Testimony and the Development of the Expert Witness' and 'Errors in Verdicts Based on Handwriting Testimony' by Albert S. Osborn,"* Journal of the American Society of Questioned Document Examiners, JASQDE, Vol. 3, No. 2, December 2000, pages 91 and 95.

Osborn, J. P., *"Historical Review on 'Questioned Documents' by Albert S. Osborn and Albert D. Osborn,"* Journal of the American Society of Questioned Document Examiners, JASQDE, Vol. 5, No. 1, June 2002, p.39.

**RESEARCH and OTHER PAPERS:**

*"Introducing the Brother EP-20"* American Society of Questioned Document Examiners Annual Meeting, Crystal Bay, Nevada, September 11-15, 1983

*"Questioned Document Examiners in re: State of New Jersey vs. Bruno Richard Hauptmann"* (Co-Authoring with P.A. Osborn) American Academy of Forensic Sciences Annual Meeting, Anaheim, California, February 21-25, 1984

*"Writing Instruments' Effects on Traced Signatures"*  
American Society of Questioned Document Examiners Annual Meeting, Nashville, Tennessee, May 20-24, 1984

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*"Fraudulent Photocopy: On Another Silver Platter"*

American Academy of Forensic Sciences Annual Meeting, New Orleans, Louisiana, February 10-15, 1986

*"Prioritizing and Implementing a Computer Filing Data Base for the Private Practice Document Examiner"*

American Academy of Forensic Sciences Annual Meeting, San Diego, California, February 16-21, 1987

*"A Study of Gasoline Credit Card Receipt Signatures Affected By Adverse Conditions"*

American Academy of Forensic Sciences Annual Meeting, Philadelphia, Pennsylvania, February 15-20, 1988

*"Problem of Proof: Transfer of Impressions from Carbon Paper"*

American Society of Questioned Document Examiners Annual Meeting, Washington, D.C., August 26-30, 1989

*"Unexplainable Variations in Signatures"* (Co-Authored with P.A. Osborn)

American Society of Questioned Document Examiners Annual Meeting, San Jose, California, August 25-29, 1990

*"When Qualified Document Examiners Disagree"* (Co-Authored with Gregory McNally)

American Society of Questioned Document Examiners Annual Meeting, Long Beach, California, August 20-24, 1994.

*"State of New York v Sante Kimes and Kenneth Kimes - The Role of Forensic Document Examination in a Murder Case,"* American Society of Questioned Document Examiners Annual Meeting, Montreal, Quebec, Canada, August 11-16, 2005.

*"Archiving Cases Digitally in a Small Private Practice,"* American Society of Questioned Document Examiners Annual Meeting, Asheville, NC, August 16-21, 2008.

*"Two Case Studies on Problems of Document Alteration,"* American Society of Questioned Document Examiners / Southwestern Association of Forensic Document Examiners joint annual meeting, Victoria, British Columbia, Canada, August 28 – September 2, 2010.

**PANELS**

Panel Member *Roundtable Discussion: US v. Starzecpyzel* (jointly presented with Gus Lesnevic)  
Northeastern Association of Forensic Scientists, Mystic, Connecticut, October 25-28, 1995.

Panel Member *Ethical Practice in the Forensic Sciences* (Paul A. Osborn, Moderator)  
American Academy of Forensic Sciences, 49th Annual Meeting, New York, NY, February 17-22, 1997.

Panel Member *Body of Evidence: How Criminal Defendants' Bodies Become Part of the Evidence at Trial*,  
New York City Bar Center for Continuing Legal Education, New York, NY, September 10<sup>th</sup>, 2007.

**INSTRUCTION/LECTURES:**

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Lecturer *Forensic Document Examination: Fundamentals of Submitting Writing Problems to the Examiner*, New York County District Attorney's Office Continuing Legal Education Lecture Series, New York, NY, November 8, 2006.

Lecturer *Forensic Document Examination: Special Capabilities and Instrumentation*, New York County District Attorney's Office Continuing Legal Education Lecture Series, New York, NY, January 17, 2007.

Co-Lecturer (with Peter V. Tytell) *Forensic Document Examination: Mechanically Produced Document Examination*, New York County District Attorney's Office Continuing Legal Education Lecture Series, New York, NY, May 2, 2007.

**OTHER INSTRUCTION/GENERAL EDUCATION/CONSULTATION/BROADCAST APPEARANCE:**

Chase Manhattan Bank (Teller Supervisors Seminar)  
Brooklyn (Kings County, NY) Bar Association  
New York State Association of Insurance Fraud Investigators  
Queens County (NY) Bar Association Forensics Fair  
Eastern Claims Conference Fraud and Death Claims Panel  
The Family Historian (local access cable program, Northern NJ)  
Good Morning America ABC  
Dateline NBC NBC  
48 Hours CBS  
48 Hours Mystery CBS  
The Montel Williams Show WB  
Susquehanna University (visiting alumni presenter)  
Montclair High School Adult School (NJ)  
High School for Legal Studies (NYC) Career Fair  
Wilson Area High School Forensic Science Club (PA)  
South Plainfield High School Forensic Science Classes (NJ)  
Dunellen High School Forensic Science Classes (NJ)  
Rutgers Preparatory School Forensic Science Classes (NJ)  
West Caldwell High School Forensic Science Classes (NJ)

**COURT QUALIFICATIONS and EXPERT TESTIMONY EXPERIENCE:**

**NEW YORK:**

Bronx County Housing Court  
Kings County Family Court (Brooklyn)  
Kings County Surrogate's Court (Brooklyn)  
Kings County Landlord Tenant Court (Brooklyn)  
Kings County Civil Court (Brooklyn)  
Kings County Criminal Court (Brooklyn)  
Kings County Grand Jury (Brooklyn)  
Mount Vernon Civil Court  
Nassau County Surrogate's Court (Mineola)



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New York County Civil Court (Manhattan)  
New York Supreme Court (Bronx)  
New York County Criminal Court (Manhattan)  
New York State Worker's Compensation Board (Binghamton)  
New York Supreme Court (Brooklyn)  
New York City Department of Housing Preservation and Development Hearing Room  
New York County Landlord Tenant Court (Brooklyn)  
New York Family Court (Manhattan)  
New York Supreme Court (Manhattan)  
New York City Office of Administrative Trials & Hearings  
New York County Surrogate's Court  
New York County Grand Jury (Manhattan)  
Queens County Criminal Court (Kew Gardens)  
Queens County Surrogates Court (Kew Gardens)  
Rensselaer County Criminal Court (Grand Jury)  
Richmond County Surrogate's Court (Staten Island)  
Village of Scarsdale Criminal Court  
Suffolk County Civil Court (Riverhead)  
Suffolk County Grand Jury (East Islip)  
Westchester County Criminal Court (White Plains)

**NEW JERSEY:**

Jersey City Municipal Court  
Mercer County Surrogates Court (Trenton)  
Newark Office of Administrative Law  
New Jersey Superior Court (Flemington)  
New Jersey Superior Court (Hackensack)  
New Jersey Superior Court (Freehold)  
New Jersey Superior Court (Morristown)  
New Jersey Superior Court (Mount Holly)  
New Jersey Superior Court (Newark)  
New Jersey Superior Court (New Brunswick)  
New Jersey Superior Court (Somerville)  
Office of Attorney Ethics (Newark)

**FEDERAL:**

United States Federal Court, Southern Dist. of NY (Criminal Part Manhattan)  
United States Federal Court, Southern Dist. of NY (Civil Part Manhattan)  
United States Federal Court, Eastern District of New York (Criminal Parts Brooklyn, Uniondale and Hauppauge)  
United States Federal Court, District of New Jersey (Criminal Parts Newark and Camden, Civil and Criminal Parts in Trenton)  
United States Federal Court, Northern District of Illinois, Eastern Division (Civil Part Chicago)  
United States Federal Court, Central District of California (Criminal Part Los Angeles)

**ARBITRATION:**

**JOHN PAUL OSBORN**

**JPOSBORN@aol.com**

**www.osbornandson.com**

**Osborn & Son**

**1273 Bound Brook Road, Middlesex, NJ 08846**

**732-667-5888 (tel), 732-200-3354 (fax)**

**Full Resume**

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American Arbitration Association (New York)  
American Arbitration Association (Philadelphia)  
Office of Impartial Chairman, Hotel Trades Industry of New York  
American Stock Exchange  
New York Stock Exchange  
National Association of Security Dealers (New York)  
National Association of Security Dealers (Southfield, MI)



**EXHIBIT B  
TO DECLARATION OF  
JOHN PAUL OSBORN**

## EXHIBIT B

(2 pages)

## "WORK FOR HIRE" CONTRACT

## SECTION 1- GENERAL PROVISIONS

## 1. Definitions

The following terms have the meaning specified when used herein:

PURCHASER - Paul Ceglia

CONTRACTOR/SELLER - Mark Zuckerberg, his agents, employees, suppliers, or sub-contractors, furnishing materials equipment, or services.

CUSTOMER - StreetFax LLC the entity contracting for construction or other services form the Purchaser or which the goods and/or services provided hereunder are for incorporation into the work or are required to facilitate completion of Purchaser's contract with such entity.

PRIME CONTRACT - This contract between Purchaser and Seller.

## 2. Entire Agreement

The contract between the Purchaser and Seller as a Purchase agreement and "work made for hire" reflects two separate business ventures, the first being for the work to be performed directly for the StreetFax Database and the Programming language to be provided by Seller. Second it is for the continued development of the software, program and for the purchase and design of a suitable website for the project Seller has already initiated that is designed to offer the students of Harvard university access to a website similar to a live functioning yearbook with the working title of "The Face Book"

It is agreed that Purchaser will own a half interest (50%) in the software, programming language and business interests derived from the expansion of that service to a larger audience.

## 3. Payment Terms

No insurance or premium charges or price increases will be allowed unless authorized by Purchaser in writing. No increase in price from that stated on the face hereof will be considered throughout the duration of the order.

The Agreed upon Cost that the Seller and the Buyer have agreed upon are as follows: Buyer agrees to pay the seller the Sum of \$1000 a piece for the work to be performed for Streetfax and \$1,000 for the work to be performed for "The Page Book".

Late fees are agreed to be a 5% deduction for the seller if the project is not completed by the due date and an additional 1% deduction for each day the project is delayed beyond that point.

The agreed upon project due date for the StreetFax software is May 31, 2003. *Project web design is finished by May 21, 2003*

The agreed upon completion for the expanded project with working title "The Face Book" shall be January 1 2004 and an additional 1% interest in the business will be due the buyer for each day the website is delayed from that date.

Additional funds may be provided for either project on an as needed basis at the sole discretion of the Buyer.

## 4. Changes

a) BY PURCHASER - Purchaser agrees that no further revision shall be implemented until or unless approved by the seller. Those revisions

shall be transmitted for written approval to seller.

b) BY SELLER - The Seller agrees that no further revision shall be implemented until or unless approved by Buyer. Those revisions shall be transmitted for written approval to the Street Fax Purchasing Department.

## 5. Purchaser's Property/Seller's Responsibility

For the StreetFax database Buyer agree to pay for and maintain the cost of upkeep for the servers needed for its operation.

For "The Face Book" Seller agrees to maintain and act as the sites webmaster and to pay for all domain and hosting expenses from the funds received under this contract, and Seller agrees that he will maintain control of these services at all times.

Data, drawings, tooling, patterns, materials, specifications, and any other items or information supplied to Seller under this order are the property of the Purchaser and must be returned upon completion of this order. Such items or information are to be used solely in the performance of the work by the seller and shall not be used or disclosed for any other purpose whatsoever without Purchaser's prior express written consent.

## 6. Settlement of Controversies

In the event that this purchase order is for materials or equipment which is excluded from this Prime Contract, and in the case of disputes between the Purchaser and the Customer or between the Purchaser and the Seller regarding materials or equipment to be furnished by the Seller, the Seller agrees to be bound to the same extent that the Purchaser is bound by the terms of the Prime Contract, and by any and all decisions and determinations made thereunder, provided that the Seller shall have the right to participate in the settlement of any dispute to the extent that the Seller will be affected thereby.

No interest shall accrue on any payment(s) otherwise due the Seller, which is withheld or delayed as a result of any such dispute, except to the extent that the Purchaser is ultimately paid interest on monies due the Seller. The Seller shall not be held liable if the Seller follows instructions of the Purchase and it is later determined that the Purchaser's instructions were not in compliance with the terms and specifications of the Prime Contract. Pending final disposition of a dispute hereunder, the Seller shall carry on the work unless otherwise agreed in writing by the purchaser.

In all instances the final authority should rest with the final Specifications.

## 7. Patent Indemnity

Purchaser hold seller harmless for an infringement sellers work may constitute on patents held by and third party that result from the direct request for the work made by purchaser in this "work made for hire" agreement.

The Seller hereby agrees to be responsible for all claims against the Purchaser of the Customer for alleged infringement of patents by reason of the Purchaser's or Customer's possession, use, or sale of any materials or equipment furnished hereunder by the Seller or by reason of the performance of any work hereunder by the Seller. The Seller agrees to defend at its sole expense all suits against the Purchaser and/or the Customer and to save and hold harmless the Purchaser and the Customer from and against all costs, expensed, judgements, and damages of any kind which the Purchaser or the Customer may be obliged to pay or incur by reason of any such alleged or actual infringement of a patent or patents. The Purchaser and the Customer agree to render whatever assistance it reasonable can in the way of information and access to records for the defense of any such suit. This indemnity shall not extend to alleged or actual infringements resulting from the Seller's compliance with the Purchaser's or Customers's design, instructions, processes, or formulas provided, however, that the Seller agrees to be responsible if it is reasonable to assume the the Seller should have been aware of a possible alleged or actual infringement resulting from the Purchaser's or Customer's design, instructions, processes, or formulas and fails to notify the Purchasers of such possibility.

#### 8. Assignment of Subcontracting

Neither this order nor any rights, obligations, or monies due hereunder are assignable or transferable (as security for advances or otherwise) without the Purchaser's prior written consent, and except as to purchases of raw materials or standard commercial articles or parts, the Seller shall not subcontract any major portion of the work encompassed by this order without the Purchaser's prior written approval. The Purchaser shall not be required to recognize any assignment or subcontract made without its prior written consent.

The buyer accepts that there will be two other subcontractors working on this project their work will be accepted provided a noncompete and "work made for hire agreement" are in place.

#### 9. Proprietary Rights

It is acknowledged that this is a work made for hire agreement and that all Intellectual property rights or patent rights are that of StreetFax Inc. All code in portion or in its complete form remain the property of StreetFax Inc. If the items to be supplied hereunder have been designed in accordance with specifications or data furnished or originated by the Purchaser or its Customer, such items shall not be reproduced except with the approval of the Purchaser and, as applicable, its Customer and all drawings, photographs, data, software, and other written material or information supplied in connection therewith shall at all times remain the property of the Purchaser or its Customer and be returned promptly upon request at the completion, termination or cancellation of this order. In the event that StreetFax defaults on its payment terms rights would be granted to seller.

#### 10. Termination

A. DEFAULT – The Purchaser may terminate this order or any part thereof by written notice if the Seller:

- a) fails to make deliveries or to complete performance of its obligations hereunder within the time specified or in accordance with the agreed schedules unless such failure is due to acts of God, strike or other causes which are beyond the control of the Seller.
- b) Fails to comply with the terms and conditions of the purchase order and does not cure such failure within a period of ten (10) calendar days after written notice thereof.
- c) Makes an assignment for the benefit of creditors without prior written consent of the Purchaser, becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or the relief of debtors.

Should the Purchaser elect to terminate for default, the Purchaser may take possession of all or any of the items to be supplied hereunder which are in the Seller's possession without regard to stage of completion and may complete or cause the work to be completed on such items or may manufacture or procure similar items. Any additional costs or expense incurred by the Purchaser over and above the original purchase price from the Seller plus freight costs shall be for the account of the Seller.

In all events, the Purchaser shall not be or become liable to the Seller or any third party claiming through or under the Seller for any portion of the price of any items that Purchaser elects not to accept following notice of termination for default.

#### 11. Liens

The Seller agrees to deliver the items to be supplied hereunder free and clear of all liens, encumbrances, and claims of laborers or material men and the Purchaser may withhold payment pending receipt of evidence in form and substance satisfactory to it of the absence of such items, claims and encumbrances.

#### 12. Governing Law

This Purchase Order and any material relating thereto shall be governed by the laws of the state in which the Purchaser's office that issues the order is located.

#### 13. Recovery of Damages

If the Seller should recover any damages as a result of antitrust violations in any manner due to price fixing on the part of another manufacturer or Seller, the Seller shall pay over to the Purchaser any damages the Purchaser has suffered as a result of the same price fixing within a reasonable time after the damages are recovered by the Seller.

#### 14. Notice of Labor Disputes

- a) Whenever the Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, the Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Purchaser.
- b) The Seller shall insert the substance of this clause including this paragraph (b) in any subtier supply agreement hereunder as to which a labor dispute may delay the timely performance of this order except that each such subtier supply agreement shall provide that in the event its timely performance is delayed or threatened by delay by an actual or potential labor dispute, the subtier Seller shall immediately notify its next higher tier Seller or Sellers, as the case may be, of all relevant information with respect to such dispute.

#### 15. Indemnity Requirements for Contractors/Seller

Contractor/Vendor shall defend, indemnify and save Street Fax from any and all claims, suits, losses, damages, or expenses, whether caused or contributed to by the negligence of Street Fax, its agents, or employees, or otherwise, on account of injuries to or death of any and all persons whomsoever, including the Contractor/Vendor, subcontractors, employees of Contractor/Vendor, the subcontractor, and of Street Fax and any and all damage to property to whomsoever belonging, including property owned by, rented to, or in the care, custody, or control of the parties hereto arising or growing out of, or in any manner connected with the work performed under this contract, or caused or occasioned, in whole or in part by reason of or arising during the presence of the person or of the property of Contractor/Vendor, subcontractors, their employees, or agents upon or in proximity to the property of Street Fax Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of Street Fax.

#### 16. Publicity

Seller shall not publish photographs or articles, give press releases or make speeches about or otherwise publicize the existence or scope of this Purchase Order, or any generalities or details about this Purchase Order without first obtaining the written consent of Buyer.

#### 17. Seller's Disclosure

Any information relating to the Seller's designs, manufacturing processes or manufactured products which the Seller may disclose to the Buyer in connection with the performance of the contract may be used by the Buyer for any purpose relating to the contract and to its performance without liability therefor to the Seller.

#### 18. General Notes

Seller shall reference this purchase order number on all documents and/or correspondence related to this order.

The signatures below will execute this contract.

Buyer – Paul Ceglia, StreetFax

Seller – Mark Zuckerberg

MR Zuck 04.28.03